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**Attorneys for Plaintiff
Eduardo Gonzalez**

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

EDUARDO GONZALEZ, an individual,
Plaintiff,
vs.

**LAW OFFICES OF ALLEN ROBERT
KING, and ALLEN ROBERT KING, and
SALVADOR CORTEZ and WRIGHT
PROPERTY MANAGEMENT, INC. and
DOES 1-10.**

Defendant.

Case No.: 2:16-cv-02231-SJO-
KS

THIRD AMENDED COMPLAINT FOR DAMAGES

DEMAND FOR A JURY TRIAL

Plaintiff, Eduardo Gonzalez, upon written consent of Wright Property Management, Inc. [Exhibit 1], files this Third Amended Complaint, solely to add Wright Property Management to the second cause of action, which advertently omitted them in the Second Amended Complaint, and with that correction, alleges the following:

1. Defendants, debt collectors, made false and deceptive statements to Plaintiff in order to keep him from answering an unlawful detainer complaint. Defendants told Plaintiff that they would not pursue the unlawful detainer, and that they would agree to an out of court settlement, and

1 Plaintiff relied on those promises to his detriment. Defendants told Plaintiff
2 to wait for a written agreement which they would send to his lawyer.

3 2. Defendants then obtained a judgment against Plaintiff and evicted
5 Plaintiff.

6 3. Before taking default judgment, Plaintiff notified Defendant that
7 Plaintiff was not properly served. Taking default against a consumer in a
8 lawsuit for a consumer debt,

9 4. According to 15 U.S.C. §1692:

10 (a) There is abundant evidence of the use of abusive, deceptive, and
11 unfair debt collection practices by many debt collectors. Abusive debt
12 collection practices contribute to the number of personal
**bankruptcies, to marital instability, to the loss of jobs, and to
invasions of individual privacy.**

13 (b) Existing laws and procedures for redressing these injuries are
14 inadequate to protect consumers.

15 (c) Means other than misrepresentation or other abusive debt
16 collection practices are available for the effective collection of debts.

17 (d) Abusive debt collection practices are carried on to a substantial
18 extent in interstate commerce and through means and
instrumentalities of such commerce. Even where abusive debt
collection practices are purely intrastate in character, they
nevertheless directly affect interstate commerce.

19 (e) It is the purpose of the title to eliminate abusive debt collection
20 practices by debt collectors, to insure that those debt collectors who
refrain from using abusive debt collection practices are not
competitively disadvantaged, and to promote consistent State action
to protect consumers against debt collection abuses.

PARTIES

23 5. Eduardo Gonzalez ("Plaintiff") is, and at all times herein mentioned
24 was, a natural person residing in the County of Los Angeles. He is a
25 consumer as that is defined by 15 U.S.C. 1692a and Civil Code 1788.2.

26 6. LAW OFFICES OF ALLEN ROBERT KING (LOAK) is a professional
27 law corporation which lawfully conducts business in the State of California.

28 ///

1 7. ALLEN ROBERT KING (KING) is a debt collector as defined by the
2 federal Fair Debt Collection Practices Act and is personally liable for his
3 actions herein.

5 8. It is alleged on information and belief that SALVADOR CORTEZ
6 (CORTEZ) is the owner of the property rented from the Plaintiff. It is further
7 alleged on information and belief that he resides in the County of Los
8 Angeles.

9 9. It is alleged on information and belief that Wright Property
10 Management, Inc. (WRIGHT) is a property management company that was
11 hired as the agent of Mr. CORTEZ. It is further alleged that WRIGHT hired
12 Defendants LOAK and KING, jointly, to bring the unlawful detainer matter at
13 issue in this case.

14 10. At all times herein mentioned, unless otherwise stated, the term
15 "defendant" or "defendants" refers to CORTEZ, WRIGHT, LOAK and KING,
16 jointly.

17 11. Defendant's principal purpose is the collection of debts, and
18 regularly engages in the collection of debts through the mail, telephone and
19 filing lawsuits throughout the State of California. Defendants are "debt
20 collectors" as that is defined by 15 U.S.C. 1692a and Civil Code 1788.2.

21 12. Defendant and defendants refer to all defendants, name and
22 unnamed, as plaintiff alleges each are jointly and severally liable for the
23 conduct alleged herein.

24 13. The true names and capacities, whether individual, corporate,
25 associate, or otherwise, of defendants DOES 1-10 inclusive, are unknown to
26 plaintiff who, therefore, sues said defendants by such fictitious names.
27 Plaintiff will amend the complaint to show their true names and capacities
28 when ascertained. Plaintiff is informed and believes, and therefore alleges,

1 that each of said defendants is responsible in some manner for the events
2 and happenings, and proximately caused the injuries and damages,
3 hereinafter alleged. Plaintiff will amend the complaint if the true names
4 become discovered.

5 **JURISDICTION**

6 14. Jurisdiction of the court arises pursuant to 28 U.S.C. § 1331, 15
7 U.S.C. § 1692(k), and 28 U.S.C. § 1367 for supplemental state claims.

8 15. The action arises out of the defendants' violations of the Fair
9 Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq. ("FDCPA") along
10 with supplemental state claims.

11 16. Since defendants do business within California, there is
12 personal jurisdiction.

13 **VENUE**

14 17. Venue is proper pursuant to 28 U.S.C. § 1391.

15 18. At all times relevant, the defendants conducted business within
16 the State of California.

17 **FACTUAL ALLEGATIONS**

18 19. Plaintiff was residing at a house in East Los Angeles with his
20 family. Because he lost his job, he temporally became behind on his rent.

21 20. Plaintiff was served with an eviction notice by Defendants.
22 Shortly thereafter, Plaintiff obtained a new job.

23 21. Plaintiff hired counsel. Plaintiff's counsel spoke with KING and
24 asked KING if Plaintiff was able to pay the current rent, and all the past due
25 rent within 30 days, if his family could remain in the residence. In the
26 alternative, KING and Plaintiff's counsel discussed the possibility, at KING's
27 suggestion, of letting Plaintiff have until an agreed date to vacate the
28 residence, and use the money to get a new place to live, so that the Landlord

1 did not have to deal with a holdover tendency. KING said he would speak to
2 his client and call Plaintiff's counsel.

3 22. KING never contacted Plaintiff's counsel, so Plaintiff and his
5 attorney, both on the phone, contacted LOAK and spoke with his paralegal.
6 She stated that the landlord did not want to keep Plaintiff as a tenant. Plaintiff
7 was advised, however, that if he vacated the residence by an agreed date,
8 the landlord would dismiss the unlawful detainer action and not seek
9 damages from Plaintiff.

10 23. Plaintiff agreed to immediately begin moving, and LOAK stated
11 that it would send a stipulation to Plaintiff's counsel in the following days for
12 review. Plaintiff and his attorney waited for the stipulation.

13 24. Several days later, Plaintiff was served with a default judgment.

14 25. Plaintiff and his attorney called LOAK again, and spoke with the
15 same paralegal. She looked at the file and admitted that a default judgment
16 should not have been taken but couldn't provide an answer as to why it
17 happened. Plaintiff's counsel demanded a call back from KING.

18 26. KING never returned called Plaintiff or Plaintiff's attorney.

19 27. Plaintiff vacated the residence as promised, and in fact, lost his
20 new job since he had to take days off work to get his property out. The reason
21 why Plaintiff forfeited his job to move was to avoid an unlawful detainer
22 judgment. The judgment is now in place.

23 28. Plaintiff suffered actual damages, including but not limited to:
24 loss of job, loss of sleep, loss of appetite, marital strife, depression, anxiety,
25 stomach pains and head aches and negative credit reporting. Plaintiff used
26 over the counter drugs to treat these symptoms.

27 29. The Ninth Circuit decision on his legal issue states that creditors
28 are vicariously liable for the collection activities of attorneys working on its

1 behalf. See *Fox v. Citicorp*, 15 F.3d 1507, 1516 (9th Cir. 1994). Since then,
2 this Ninth Circuit holding has become clearly established law.

3 30. As such, CORTEZ and WRIGHT are jointly and severely liable for
5 the actions of LOAK and KING.

6 **FIRST CAUSE OF ACTION – FDCPA**

7 (As Against All Defendants)

8 31. Plaintiff repeats, re-alleges, and incorporates by reference all of
9 the paragraphs above as though fully stated herein.

10 32. Defendants' acts and omissions, and course of conduct as more
11 fully described above constitute numerous and multiple violations of the
12 FDCPA, 15 U.S.C. §1692 et seq., including but not limited to the violations:
13 § 1692e, 1692e(5), and 1692e(10), amongst others.

14 33. As a result of Defendants' violations, Plaintiff is entitled to
15 recover statutory damages, actual damages, reasonable attorney's fees, and
16 costs, pursuant to 15 U.S.C. §1692k et seq.

17 **SECOND CAUSE OF ACTION – ROSENTHAL FDCPA**

18 (As Against Law Offices of Allen Robert King, Wright Property Management, Inc. and
19 Salvador Cortez)

20 34. Plaintiff repeats, re-alleges, and incorporates by reference all of
21 the paragraphs above as though fully stated herein.

22 35. The foregoing acts and omissions by these Defendants with
23 respect to Plaintiff in their attempts to collect a consumer debt from Plaintiff
24 constitute numerous and multiple unfair, deceptive, misleading practices
25 made unlawful pursuant to the California Rosenthal Fair Debt Collection
26 Practices Act, including but not limited to Civil Code §§ 1788-1788.32,
27 including §§ 1788.15, and 1788.17 (§ 1692e, 1692e(5), and 1692e(10)).

28 ///

1 36. Plaintiff is entitled to recover statutory damages, actual
2 damages, reasonable attorney's fees and costs.

3 **WHEREFORE**, Plaintiff respectfully prays that judgment be entered
4 against the Defendants for the following:

- 5 A. Statutory and actual damages pursuant to 15 U.S.C. § 1692k
6 B. Statutory and actual damages pursuant to California Civil
7 Code § 1788.17 and 1788.30.
8 C. Costs and reasonable attorney's fees pursuant to 15 U.S.C.
9 § 1692k, California Civil Code § 1788.17 and Civil Code §
10 1788.30.
11 D. For such other and further relief as may just and proper.

12
13 Dated: **May 15, 2017**

14
15 _____
16 /s/ Andre L. Verdun
17 Andre L. Verdun
18 Attorney for Plaintiff,
19 Eduardo Gonzalez

20 **DEMAND FOR JURY TRIAL**

21 **NOW COMES** Plaintiff, Eduardo Gonzalez, by and through his
22 attorney, Andre L. Verdun, and hereby demands a trial by jury in the above-
23 captioned matter.

24 Dated: **May 15, 2017**

25 _____
26 /s/ Andre L. Verdun
27 Andre L. Verdun
28 Attorney for Plaintiff,
 Eduardo Gonzalez

EXHIBIT

1

1 Andre L. Verdun (SBN 265436)
2 401 West "A" Street, Ste. 1100
3 San Diego, CA 92101
4 Tel. (619) 880-0110

5 Attorneys for Plaintiff, Eduardo Gonzalez

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9 Plaintiff,

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11 **LAW OFFICES OF ALLEN ROBERT
12 KING**, et al,

13 Defendant.

14 } Case No.: 2:16-cv-02231-SJO-KS
15 } **STIPULATION**

16 **THE PARTIES HEREBY STIPULATE THAT** Plaintiff Eduardo
17 Gonzalez can file a Third Amended Complaint, only to add Wright Property
18 Management to the Second Cause of Action.

19 **IT IS SO STIPULATED.**

20 Dated: **May 15, 2017**

21 s/ Andre L Verdun
22 Andre Verdun, Attorney for Plaintiff

23 s/ Thomas A. Scutti
24 Thomas A. Scutti,
25 Attorney for Defendant